



## 1. GENERAL TRANSPORT CONDITIONS

The present conditions outline the rules to apply for the passengers' transportation and their goods on the vessels belonging to Alicost Shipping Company. Such rules are intended to be fully accepted from the passenger upon the purchase of tickets, which explicitly recall them. The agreement's object relates to transportation as governed by the articles 396 and following the Code of navigation and of the 117/2010 European Regulation. The information on the vessel that will execute the transportation is solely approximate, due to possible substitution with another vessel. The carrier is not liable for damages caused by delays, partial or non-fulfilled transportation due to unforeseeable circumstances, force majeure, adverse weather conditions, strikes and technical faults, which constitute force majeure, or other causes that are not imputable to it. In the presence of events that could compromise the security of the ship and/or of passengers, the Captain is entitled to modify the route. The published offers and conditions may be subject to change until issuance of the ticket. For matters not covered by the present conditions concerning the liability regime in relation to the passengers' carriage, express reference is made to the rules in force in the Code of Navigation. Passengers shall be responsible for their luggage and any items therein until disembarkation. Travel times are indicative and calculated according to the distance between the ports under favorable weather and sea conditions. The Company is not liable for delays caused by port operations.

## 2. TICKETS

On the social units of Alicost, the passenger must have a valid ticket, which can be obtained in authorized sales points or online. The ticket constitutes conclusive evidence of the contract of carriage and must be kept throughout the trip. If the ticket indicates the name of the passenger, as required for specific routes or, in the absence of such indication, the ticket cannot be transferred without the expressed permission of the carrier. The presentation of the certificate allows the embarkation and transportation to the arriving destination; however, should the embarkation be

hindered by security reasons at the incontestable discretion of the Captain, the Navigation Company or the relevant Authorities, the passenger won't be allowed on board. The ticket is valid only for the indicated fare. The tickets that are not used within the departure date will lose their validity and will not be refunded.

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### **3. LOST OR STOLEN TICKETS**

In case of theft or loss of the ticket, the passenger is required to report the event to Public Security organs and to inform the Company promptly. The passenger shall deliver a copy of the report lodged to the competent authorities, to the Company's office or agency and pay the price of a new ticket. If the stolen/lost ticket will not be used within six months from the therein-indicated departure, the Company will refund the price initially paid by the passenger.

### **4. PASSENGERS WITHOUT/NOT ENTITLED TO HAVE A TICKET**

Passengers not able to show a ticket will be subject to the payment of administrative sanctions provided for Regional Law n°13 dated 13/08/1998 (the administrative sanction is 100 times the due price of a ticket and no less than €77,47). In case of improper use of the ticket, the above-mentioned sanction will be applied. The failure to communicate the lack of a ticket upon embarkation, will result in an administrative sanction.

### **5. INVOICING AND TARIFFS**

The tariffs applied by Alicost Navigation Company are reported on corporate sites and are available to be purchased at the Company's ticket offices or through board officials. All the promotional tariffs are subject to availability and are proposed automatically by booking systems. For children under age of 3, no charges shall be applied; nonetheless, the ticket will be issued. Possession of a travel document, however acquired, does not exempt the passenger from respecting the rules indicated in the present Regulation or Laws and Acts of Government as for applicable during transportation of the Company's units. The Company allows the purchase of tickets until the day prior to departure – via points of sale and online – by applying a surcharge on the tariff, including a booking fee. Passengers keen to receive a travel certificate constituting an invoice, shall explicitly request it upon purchasing by indicating and submitting personal and fiscal data to the following address:  
booking@alicost.com

### **6. PRESENTATION AT EMBARKATION**

Before embarkation, passengers are required to show a valid identity document to the staff in charge. In absence of it, control authorities cannot authorize the embarkation. Passengers

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under 18 years of age – although accompanied by adults – lacking an identity document, will not be allowed on board. Passengers who hold a physical or electronic copy of the ticket, are required to present at the embarkation at least 15 minutes before departure. Failure to respect the established times will lead the Company to the possibility of forbidding the user's access on board, in case security conditions guaranteed by said times are no longer fulfilled. The passenger must respect the terms and procedures indicated for the transit on the dock and the access on board, by duly observing the displayed information and keeping a respectful and civilized behavior towards other passengers, personnel on board and pontoon operators, as well as respecting security and public hygiene rules and avoiding overtaking fences and throwing objects on the ground or at sea or out of the dedicated trash cans set up to collect garbage. It is strictly required that the boarding order is respected without bypassing the queue on the way to embarkation, as well as the instructions provided by the personnel operating on the harbor. Non-compliance to the above mentioned rules, will result - if necessary - in admonishment by control personnel around the embarkation areas, as well as the immediate summoning and intervention of authorities to exercise their actions of competence.

## **7. PASSENGER BEHAVIOR ON BOARD**

The passenger is required to maintain a civilized and respectful behavior by avoiding any offensive or harmful attitude towards other travelers and on-board personnel, nonetheless he shall respect safety and public hygiene policies. Particularly, the passenger mustn't deface on-board seats and furniture, throw objects on the ground, at sea or outside of the dedicated trash cans set up to collect garbage; furthermore, the passenger shall use toilets without causing clogging or defacing, and use dispositions indicated by the on-board personnel during navigation. The passenger must not occupy more than a seat per single person and shall consider that the ticket purchase does not constitute an automatic right to occupy any available seat, being the vessel's capacity - in terms of maximum number of passengers allowed on board - in compliance to the specific regulations in force. Non-compliance to the above-mentioned rules will result - if necessary - in admonishment by on-board control personnel, as well as the immediate summoning and intervention of authorities to exercise their actions of competence.

## **8. UNACCOMPANIED MINORS**

Passengers under the age of 18 cannot travel on Alicost units if not accompanied by an adult. However, children between the age of 12 and 17 years are allowed to travel alone provided a written authorization signed by their parents or by those who exercise parental

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authority. In said disclaimer, the parent - or who for it - will take all responsibility by discharging the carrier from any and must submit original documentation of:

- 1) the required documentation complete with a photocopy of their own ID;
- 2) the minor's valid documentation for traveling.

## **9. LUGGAGE**

Each passenger can carry a single luggage of 50 x 35 x 20 cm in dimensions and no more than 9 Kg of weight. For any additional luggage and for those exceeding in dimensions and/or weight as mentioned above, additional charges - which will be determined according to their bulk and weight - will be applied to the exceeding luggage. The passenger is liable for verifying and examining the weight and dimensions limit of their luggage and purchasing a relative ticket. Said luggage will be duly registered with a special badge applied on the luggage, with corresponding evidence provided to the passenger upon ticketing. In the event of luggage lacking a dedicated valid ticket for embarkation and relative labeling, the administrative sanction indicated on point 4 will be applied. The Owing Company or the Captain can - at their discretion - refuse the embarkation of luggage of which bulk or weight could constitute impediments for a smooth navigation. Any complaint implying luggage damage or loss imputable to the carrier, will be treated according to the provisions of Articles 412, 413 and 414 of the Code of Navigation, Chapter III, Section I (refund within a maximum of €6,20 per Kg, per luggage). The above-mentioned complaints shall be presented upon disembarkation and shall be provided complete with proof certified upon embarkation by the ticket office. Any complaint that does not fulfill the above-mentioned procedure and that proves to be contradictory according to the Company's personnel, will not be accepted. The on-board personnel, if necessary, can assist the passenger when loading and unloading the luggage, notwithstanding that the passenger is liable for portering. Eventual unattended luggage left on board or in the embarkation area that is not claimed by any passengers holding a baggage claim, will be stored in a place considered suitable by the Owing Company for a maximum period of 30 days (near the Salerno Terminal); if the deadline expires without a request being filed, the objects found and unclaimed will be delivered to the Mayor of the Municipality where the belongings were found; Authorities will nonetheless be informed upon luggage retrieval to ensure the implementation of appropriate actions, if determined by procedures to prevent unlawful acts or if considered appropriate by the unit's Commander or by the supervisory body in the embarkation areas.

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## **10. TRANSPORTATION OF BICYCLES - SCOOTERS AND/OR SIMILAR**

Boarding of bicycles, scooters and/or similar are allowed on Alicost units under the following conditions:

- prior on-board availability and consequential consent by the Captain, who could deny the embarkation of the above-mentioned means of transportation due to lack of space.

The tariff for bicycle transportation amounts to €6,30 in addition to the passenger's ticket. It should be noted that the transportation, storage and lashing of the above-mentioned vehicles will have to necessarily be carried out on the outdoor decks without any possibility to allocate them in the lounges. The Company will in no case be liable for possible damages inflicted to said goods during navigation and during embarkation and disembarkation.

## **11. PETS**

On the Company's units it is allowed the embarkation of pets under the following conditions:

- one pet for each passenger;
- the pet must be "domestic" as defined by common sense, meaning dogs, cats, caged birds and similar;
- the animal should be small or medium sized; bigger animals could have their embarkation denied or accepted, provided that the transport is taking place under particular circumstances such as to prevent nuisance or damage to passengers;
- animals must be accompanied by leashes and muzzles;
- the presence of the animal should be reported upon ticket purchase;
- additional charges will be applied to the ticket;
- among the necessary conditions required upon embarkation, animal health certification proving the animal's vaccination state and state of good health could be required; in this event, the release of said certifications should not be older than 3 months with the respect to the ticket purchase. In case of animals lacking a valid embarkation ticket, an administrative sanction as indicated in point 4 will be applied.

## **12. DELAYED DEPARTURE - JOURNEY INTERRUPTION - DELAYED ARRIVAL**

Cancellation, delay or interruption of the journey are governed by Articles 403, 404 and 405 of the Code of Navigation. Arrival times, where provided, are to be considered as tentative and could be subjected to variations according to weather conditions, port traffic, limitations imposed by the competent authorities or other institutions that are not attributable to the Company.

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### **13. MALFUNCTION OF THE VESSEL - CANCELLATION OF DEPARTURE - CHANGE OF ROUTE**

In case the departure is canceled on the initiative of the Owning Company and for causes that are not imputable to it, the passenger is entitled to the refund of the price of the ticket. In the event that the departure cancellation is determined on justified grounds that are to be imputable to the same Owning Company and for which the journey cannot be completed through other units made available to the passenger by the same Company, or if the passenger does not accept to start the journey with next available slots as opposed to the scheduled departure, the passenger will be refunded of the price of the ticket. In said case, the eventual refund of damage imputable to the cancellation of departure - which price, upon change, should be doubled and not exceeded - could take place only if said damages can be clearly proven. Eventual causes for changes in route or in times that are to be imputable to the carrier or if the passenger refuses the switch, a similar treatment shall be expected.

### **14. REFUNDS**

By way of derogation from the Navigation Code in Article 400, the passenger who doesn't want or is unable to depart, is allowed to receive a refund from the Company for half of the paid price, provided that the cancellation occurs before the booked departure date. The tickets are refundable under the following conditions:

- 90% refund if the cancellation occurs within 10 days from the departure
- 50% refund if the cancellation occurs 9 days prior and within 2 days from the departure

No refunds will be due in case of:

- cancellation occurring within 24 hours from the departure date;
- cancellation occurring after the departure date;
- no-show upon embarkation.

The passenger, prior ticket cancellation, must file the cancellation request, by using the log-in information created at time of purchase, by filling in and sending the appropriate form - downloadable from the Company's site - within and not after 7 days from the departure date. Refunds will be paid by crediting the credit card used for the purchase within 90 days from the request. As for what concerns purchases carried out through third-parties Agencies, the passenger must forward the request for a refund to said agencies. Alicost grants the right to amend dates/times/routes after verifying availability. In the event of a difference in price between the original ticket and the substituted one as a result of given amendments, the passenger, as appropriate, will be required to pay said difference.

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#### **15. MISSED DEPARTURE IMPUTABLE TO THE PASSENGER**

In case of missed departure caused by the passenger's unavailability or delay, ticket refund will be denied. In case of delays or missed departures that the Company's units could experience due to the passenger, the latter will be charged with sanctionatory measures in accordance with the procedures and terms established by the Laws of State and regulations in force.

#### **16. PORT CHARGES AND BOOKING FEES**

Tariffs in force are exclusive of the surcharges due to the increase of fuel costs, taxes and port rights, the amounts of which are subject to variations up to the ticket issuance. In case of bookings made through Call Center, ticket offices and Internet, the price of the ticket could be surcharged with a fee per passenger and per route. Said right is indicated prior to check out. If applicable, each passenger will be charged with additional costs related to fees and port charges. Booking fees are not refundable.

#### **17. CARRIAGE OF DANGEROUS GOODS**

Carriage of dangerous goods is not allowed on units belonging to the Company. For certain types of objects, special binding conditions may be required for acceptance on board. The transportation of weapons of any kind is forbidden - with the exception of weapons equipped by Armed Forces and Authorities - along with sharp objects, substances classified in the official lists of dangerous goods, combustible liquids, controlled substances, other substances which transportation or possession are to be considered illegal in accordance to the Laws of State and regulations in force. In any case, or in case of doubts, the Captain must be notified with respect to the contents of the luggage that is intended to be transported.

#### **18. PRIVACY POLICY**

In compliance with the Article 13 of the Decree-Law 196/2003 ("Code regarding the protection of personal data"), Alicost Spa undertakes not to disclose to third parties the information collected by filing and preserving them on electronic devices protected by appropriate security measures. The data will be processed by Alicost Spa exclusively with methods and procedures necessary to provide the required services or to help us perform

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internal statistical analysis. Data supply is compulsory in order to allow you to get access to the services provided and any refusal would render the performance impossible.

Under the Article 7 of the Law 196/03, the Customer has the right to request the rectification, integration or cancellation of their own data by calling +39089.871483 or by emailing [info@alicost.com](mailto:info@alicost.com) or by sending a letter to Alicost S.p.A. Salita Sopramuro 2, 84011, Amalfi (SA). Alicost Spa is a data controller in the person of its legal representative.

## **19. PASSENGER INFORMATION**

In compliance with the Decree-Law n° 251 dated 13/10/1999 in transposing the EEC Directive 98/41 dated 18/06/1998 (relating to the passengers on board a passenger vessel), to the regulations relating to the application of the ISPS code on the antiterrorist laws, please be informed that: all the embarking passengers must inform the vector about any information related to own necessity of special assistance in emergency situations. Passengers who need assistance during embarkation (people with limited mobility etc., either driving or on foot), must notify it upon booking by calling the Call Center at +39089.871483 in order to check on availability of suitable accommodations and/or easy access on board; moreover, they are required to be ready at the boarding point at least 1 hour prior departure, highlighting said need to the dockside and/or on-board personnel in order to allow the car's embarkation close to the suitable access to the vessel and possible assistance during embarkation and disembarkation. Furthermore, passengers are required to provide - upon booking - their personal details, namely: SURNAME, NAME or the initial thereof, GENDER, AGE DIVISION (newborn, child, adult) or age or year of birth. For shorter journeys, obligation of identification does not apply. In case of variation of the above-mentioned details from the time of booking to the embarkation, passengers must report said changes. Personal data, raised under the present article, is stored for the period required for the purpose of the above-mentioned decree and/or in compliance with the Decree-Law n° 196/2003.

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